

MAINE BUILDING EXHIBITOR TERMS AND CONDITIONS

Booth and Inclusions: Booth assignments are made at the discretion of the Department. The Department will take Exhibitor requests into consideration regarding booth assignments. Booth space includes a subleased area. Additional storage space on the grounds, or at local storage facilities may be available for a fee. Access to electricity for adequate lighting and power will be provided at no additional cost to the Exhibitor. The Department will assist the Exhibitor in obtaining any other utilities, amenities, storage and services necessary in the operation of the booth but does not assume financial responsibility or liability for any of those amenities, utilities or services.

Exhibition Area and Presentation: Booth, signage and other structures must be limited to the allotted area unless otherwise authorized. All signage and banners and design must be professional, attractively displayed, for a retail customer interaction. Obstructive signs may be adjusted or removed. Exhibitors and their staff, agents, employees, associates and/or representatives behavior and actions must be courteous, professional and cooperative at all times. Exhibit space must be clean, and kept tidy. No adhesive stickers of any kind may be passed out or used in the building. No beverage to be consumed on premises will be sold or distributed in glass containers. Exhibitor is responsible for maintaining quality standards of their products for the exhibition duration to keep with the integrity of the Maine brand, and to support the aims of the building. Quality standards are reasonable expectations for product and personnel and customer safety, and standards for a given product, enterprise and industry. This includes staff attire. All items for sale must have prices plainly posted. Prices must be maintained throughout the duration of the fair, unless change is authorized by Building Management, no special weekend or final sales. A receipt for the merchandise should be given at the time of sale. Exhibits must be staffed at all times during show hours. Exhibitor assumes responsibility for staffing. Exhibitors must provide adequate staffing and support and inventory during operating hours of the entire exhibition. Exhibitors utilizing exhibition space for storage, and/or operating outside the dates of the fair do so at their own risk and shall not hold the Department liable for any damage or loss.

Event Setup and Dismantling: No exhibit may be fully setup prior to load in time or dismantled or packed in preparation for removal before the set load out time. Failure to comply may result in future ineligibility.

Waste Collection and Disposal: The building provides a janitorial service for all public areas of the building. Exhibitors are responsible for removing all trash from their individual space, and the shared break and food equipment wash areas, and reporting any plumbing or electrical, or waste issues in shared spaces immediately to Building Management. Exhibitors shall collapse all empty boxes and cardboard, package trash, and sweep booth space, and place into separate piles in front of booth space for mechanical sweeping after close of business. Trash should not be placed in the aisles during business hours, it must be taken to designated collection containers shared by all Exhibitors. Exhibitors shall be responsible for proper disposal of grease and compostable materials. Exhibitors shall furnish their own approved cleaning supplies for equipment cleaning, but shall have use of shared wash and cleaning areas for food equipment. Sinks designated for food grade activities shall be used for such, and not be used for non-food. The Exhibitors using the shared washing area for shall be kept clean and comply with health standards at all times.

Event Hours of Operation: The State of Maine Building will be open daily to the public during The Big E! fair at the Eastern States Exposition from 10:00 a.m. to 9:00 p.m. for 17-days beginning the first Friday after Labor Day. During the event, Exhibitors may have access to the Building from 9 a.m. until 9:30 p.m. Booths must be ready each day for a prompt opening and remain operating and staffed until close of business each day during business hours. The Eastern States Exposition has authority over The Big E! Schedule and ground access by any and all Exhibitors at the fair. Schedule and access information is communicated to Avenue of States representatives (Building Managers) on a regular basis.

Building Access Outside Event Hours: Building Management and/or its designees will provide building access outside event operation hours. All Exhibitors and their designees and guests needing building access outside event hours of operation and exhibition schedule must sign the building register to record their visit to the premises. To request access, Exhibitors must email Building Management with anticipated arrival times, duration of access in the building, and dates, **a minimum of 2 business days notice**. Building Management will use this

information to schedule building opening and access for Exhibitors. There is limited access during the month of August due to site preparations.

Non-Smoking Policy: All buildings and property on the Avenue of States at Eastern States Exposition are NON-SMOKING areas. Staff, Exhibitors and contractors of the Maine building must be at least 100 feet from any entrance or exit of the State of Maine building when smoking.

Compliance with State of Maine Workplace Policy Regarding Drug and Alcohol Use. It is the policy of the State of Maine to maintain an alcohol and drug-free work environment. Exhibitors and contractors, and their respective agents, employees, representatives, associates, and building staff are to comply with the state of Maine workplace policies for drug-free workplace during the event hours of operation, and outside event hours of operation.

Department's Representative: Building Management shall be the Department's representative during the period of this Agreement. He/she has authority to curtail services if necessary to ensure proper execution. He/she shall certify to the Department when payments under the Agreement are due and the amounts to be paid. He/she shall make decisions on all claims of the Exhibitor, subject to the approval of Department Commissioner.

Safety, Security, Personal: Exhibitor is solely responsible for their property, valuables, money, and inventory at all times and is encouraged to protect such items. All exhibits and portions thereof must fully comply with applicable health, fire and safety codes, rules, ordinances, regulations, and statutes. Exhibitor will comply with emergency safety protocols by Building Management and/or its designees. Exhibitor is solely responsible for obtaining any and all state and municipal licenses and certificates necessary to lawfully conduct business in the State of Maine Building during "The Big E", on the Eastern States Exposition grounds in West Springfield, Mass. Exhibitors will provide proof of training and/or certification for compliance with applicable codes, ordinances, laws and regulations. Exhibitors shall take care to provide their own personal needs items; life and safety outposts are located on the grounds and provided on a best effort basis by the Eastern States Exhibition.

Fees and Payment: Exhibitor agrees to pay, by check(s) made to **Treasurer, State of Maine**, the total rental fee amount. Exhibitors who are State of Maine agencies will receive an internal invoice generated through AdvantageME. Non-agency Exhibitors will receive an invoice from the State of Maine. Alternative payment schedule may be negotiated at the discretion of the Department. Exhibitors awarded space agree to comply with the payment dates and deadlines of their agreement. Failure to pay may result in termination of agreement, and loss of space. It is expressly agreed by the Exhibitor that in the event Exhibitor fails to pay for the space rental at the specified time, or fails to comply with any other provision contained in the Agreement or the terms and conditions, the Department shall have the right to reassign the space or to terminate the Agreement. Further, Exhibitor shall forfeit the amount paid by him/her for the space. At the discretion of the Department, Exhibitor's failure to pay may result in late fee assessed and loss of future exhibition privileges. If Exhibitor cancels booth space rental, such notice shall be communicated to the Department in writing. If the Exhibitor cancels the rental Agreement after payment deadlines, the rental fees are forfeited; cancellations may result in loss of future exhibition privileges.

Independent Capacity: In the performance of this Agreement, the parties agree that the Exhibitor, and any agents and employees of the Exhibitor, shall act in the capacity of an independent contractor and not as officers or employees or agents of the State.

Subletting, Assignment or Transfer: The Exhibitor shall not sublet, sell, transfer, assign or otherwise dispose of this Agreement or any portion thereof without written request to and written consent of the Department. No subcontracts or transfer of Agreement shall in any case release the Exhibitor of liability under this Agreement.

Non-Discrimination: During the performance of this Agreement, the Exhibitor agrees to abide and follow laws pertaining to Equal Employment Opportunity and Sexual Harassment, and the policies of the State of Maine regarding Equal Employment and Sexual Harassment

Compliance: Violations of building policies and award agreement will result in written notification of corrective action. Exhibitors will be provided written documentation (Corrective Action Plan) that describes the issue, and the action that should be taken to correct the issue. Building Management will keep a record of corrective action plans.

Communications and correspondence: Exhibitors should refer to the [MDACF website](#), digital newsletter, email, print, teleconference meetings, and communication applications for Exhibitor updates and information.

Termination: The Agreement may be terminated by the Department or the State of Maine in whole, or in part, whenever for any reason the Department shall determine that such termination is in the best interest of the Department. Any such termination shall be effected by delivery to the Exhibitor a Notice of Termination.

Event Cancellations: If the show is not held for any reason, the rental and lease of space to the Exhibitor shall be terminated. In such case, the limit of the Department's responsibility shall be to return to the exhibitor the amount already paid for the rented space.

Governmental Requirements: The Exhibitor warrants and represents that it will comply with all governmental rules, ordinances, laws and regulations.

Governing Law: This Agreement shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal action regarding this Agreement shall be brought in State of Maine administrative or judicial forums. The Exhibitor consents to personal jurisdiction in the State of Maine.

State Held Harmless: The Exhibitor shall indemnify and hold harmless the Department and its officers, agents, and employees from and against any and all third party claims, liabilities, and costs, including reasonable attorney fees, for any or all injuries to persons or property or claims for money damages, including claims for violation of intellectual property rights, arising from the negligent acts or omissions of the Exhibitor, its employees or agents, officers or Subcontractors in the performance of work under this Agreement; provided, however, the Exhibitor shall not be liable for claims arising out of the negligent acts or omissions of the Department, or for actions taken in reasonable reliance on written instructions of the Department.

Notice of Claims: The Exhibitor shall give the Department immediate notice in writing of any notice of a legal claim, or any action or suit filed related in any way to the Agreement or which may affect the performance of duties under the Agreement, including but not limited to prompt notice of any claim made against the Exhibitor by any subcontractor which may result in litigation related in any way to the Agreement or which may affect the performance of duties under the Agreement.

Damages: Exhibitor and/or agents shall not injure or deface any part of the exhibit building, the booths or Show equipment or décor. The Exhibitor shall be responsible for any and all damages caused by the Exhibitor or its agents/authorized representatives and shall compensate the owner of any property so damaged.

Insurance: The Exhibitor shall keep in force a liability policy issued by a company fully licensed or designated as an eligible surplus line insurer to do business in this State by the Maine Department of Professional & Financial Regulation, Bureau of Insurance, which policy includes the activity to be covered by this Contract with adequate liability coverage to protect itself and the Department from suits. Exhibitors insured through a "risk retention group" insurer prior to July 1, 1991, may continue under that arrangement. Prior to or upon execution of this Contract, the Exhibitor shall furnish the Department with written or photocopied verification of the existence of such liability insurance policy. In addition, Exhibitor must also have adequate workers compensation coverage issued by a company fully licensed or designated as an eligible insurer.

Non-Appropriation: Notwithstanding any other provision of this Agreement, if the State of Maine does not receive sufficient funds to fund this Agreement and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to perform under this Agreement.

Severability: The invalidity or unenforceability of any provision or part thereof of this Agreement shall not affect the remainder of said provision or any other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.

Force Majeure: The performance of an obligation by either party shall be excused in the event that performance of that obligation is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party.

Entire Contract: This document contains the entire Contract of the parties, and neither party shall be bound by any statement or representation not contained herein. No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The parties expressly agree that they shall not assert in any action relating to the Contract that any implied waiver occurred between the parties, which is not expressed in writing. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of the Contract, or to exercise an option or election under the Contract, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue in full force and effect, and no waiver by any party of any one or more of its rights or remedies under the Contract shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Contract or at law.

Amendment: No changes, modifications, or amendments in the terms and conditions of this Contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Exhibitor.

Debarment, Performance and Non-Collusion Certification: By signing this Contract, the Exhibitor certifies to the best of Exhibitor's knowledge and belief that the aforementioned organization, its principals and any subcontractors named in this Contract:

- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.
- b. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:
 - i. Fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.
 - ii. Violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
 - iv. Have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.
- c. Have not Entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above-mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.